

AGREEMENT

BETWEEN

CITY OF FORT MADISON

AND

CHAUFFEURS, TEAMSTERS, AND HELPERS
LOCAL UNION NO 238

AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

LIBRARY DEPARTMENT

JULY 1, 2006

TO

JUNE 30, 2008

FORT MADISON LIBRARY UNION INDEX

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ARTICLES OF AGREEMENT

THIS AGREEMENT is executed between Chauffeurs, Teamsters and Helpers Local Union No. 238 affiliated with The International Brotherhood of Teamsters of America, hereinafter referred to as the "Union", and the City of Fort Madison, Iowa, Public Libraries, hereinafter referred to as the "Employer".

ARTICLE 1

RECOGNITION

1.1 The Employer does hereby recognize the Union as the exclusive bargaining representative for all the employees of the Employer as certified by the Iowa Public Employment Relations Board as herein defined.

1.2 INCLUDED: The term "employer" as used in this Agreement shall include all full-time and regular part-time positions of Administrative Assistant, Associate Librarian, Children's Librarian, Circulation Supervisor, Library Assistant II, Library Assistant I and Custodian employees of the Fort Madison Municipal Library system and shall exclude all Supervisors, Part-time employees and temporary employees of the Fort Madison Library.

1.3 EXCLUDED: Excludes Director, Assistant Director, Elected Officials, Other City Departments, and all other person excluded by Section 20.4 of the Public Employment Relations Act.

Reference is made to Certification Case #6027, Dated August 2, 1999.

ARTICLE 2

CHECK OFF

2.1 The Employer agrees to deduct from the pay of all employees covered by this agreement, Union Dues, Union initiation fees and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions once each month. The employer shall deduct the union dues from the first payroll of each month. The Union will furnish a written authorization form signed by the employee and presented to the Employer authorizing the payroll deductions. The employee may terminate this authorization for this payroll deduction by giving the Employer and the Union at least a thirty (30) day written notice to cease such deductions.

2.2 The employer will not be liable for damages arising by virtue of mistakes in connection with funds collected under the provisions of this Article and the Union Agrees to hold the Employer harmless there from.

ARTICLE 3

SENIORITY

3.1 Seniority rights for employees shall prevail at all times. Seniority shall mean the priority obtained as a result of an employee's length of continuous service with the Employer and shall commence on the most recent date of employment and become applicable immediately following completion of the probationary period.

3.2 An employee shall lose seniority right upon:

- a) Resignation
- b) Discharge
- c) Lay-off for a period longer than one (1) year.
- d) Failing to report for work within ten (10) days after written notice of recall by United Sates certified mail with return receipt requested to his or her last known address.
- e) Retirement
- f) Inability to work because of proven non-occupational illness or injury for a period longer than one year

3.3 A list of employees arranged in order of their seniority shall be posted in a conspicuous place at their place of employment. This list shall be for the purpose of bidding new jobs and vacancies on any job by seniority for all employees, and for the purposes of lay-off and re-call by seniority.

3.4 When a new job or vacancy exists the new job or vacancy shall be posted on the bulletin board for a period of five (5) days, and is subject to bid by all employees with seniority. The successful bidder must meet the requirements of the Employer for the position and must qualify according to Sate requirement for that position. The employee shall be given a trial period of ninety (90) days. If either the employer or employee determine during this period that the employee should be returned to his/her former position with the employer, any new employee hired to replace the employee who had bid the vacancy or new job shall be terminated at the discretion of the employer. The successful bidder will be place on the vacancy or new job within seven (7) calendar days. When an employee bids a job and is successful, the employee waives the right to bid on any other job for a period of ninety (90) days.

ARTICLE 4

PROCEDURE FOR STAFF REDUCTION

4.1 When there is to be a lay-off of the employees due to a lack of work for any reason, the junior employee(s) on the seniority list shall be laid off first. When employees are recalled to work; they shall be returned to work in seniority order. In the event an employee is laid off, the employee shall be given a ten (10) day notice of recall

by registered or certified mail to the employee's last known address. The employee shall respond to such notice within three (3) days after receipt of notice unless otherwise mutually agreed to.

4.2 No full time employee will be laid off as long as there are part-time or temporary employees working. No part-time employee or temporary employee will be utilized to deprive regular full time employees of the opportunity for regular time or overtime.

ARTICLE 5

HOURS OF WORK

5.1 Each full-time employee shall normally have a scheduled and paid forty (40) hour work week.

5.2 The work week for all employees shall commence at Midnight on Sunday, and end on the following Sunday night at Midnight. The employees may work Monday through Saturday. The work day for all employees shall be twenty-four (24) hour consecutive period starting at Midnight and ending the following midnight.

5.3 Each employee will be allowed a one (1) hour unpaid lunch period to be taken between the fourth (4th) and fifth (5th) hour, or at a time mutually agreeable between the Employee and the Employer.

5.4 The employees shall receive two (2) fifteen (15) minute, or one thirty (30) minute paid break periods during each eight (8) hours of work of the work day to be taken at a time mutually agreed upon between the employee and the Employer.

ARTICLE 6

OVERTIME

6.1 All employees will be paid one and one-half (1 ½) times their hourly rate of pay for all hours worked in excess of eight (8) hours in one (1) continuous period or over forty (40) hours in a work week. When an employee receives pay for a holiday not worked, those hours will be considered as time worked for purposes of computing hours in excess of forty (40) in the employee's work week, except when such holiday falls outside the employee's scheduled work week.

6.2 All employees shall receive a fifteen (15) minute paid break period if required to work beyond their regular shift. This break period shall apply every four (4) hours thereafter.

6.3 The Employer shall not pay twice for overtime nor shall the same be pyramided.

ARTICLE 7

PAID HOLIDAYS AND HOLIDAY PAY

7.1 The following listed holidays or the day customarily observed as the holiday by the Employer are designated as paid holidays:

New Years' Eve Day	Labor Day
New Years Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
One (1) Floating Holiday	

7.2 When the above listed holiday falls on a Sunday, Monday will be observed as the holiday. When a holiday falls on Saturday, the preceding Friday will be observed as the holiday.

7.3 In order to qualify for holiday pay, the employee must work the employee's regular work day or work shift, before and after the holiday unless excused by their supervisor.

7.4 The employees shall receive eight (8) hours pay at the employee's straight time hourly rate as a paid holiday, not worked, for each of the above listed holidays in section 7.1 of this Article.

ARTICLE 8

VACATIONS

8.1 The Employees will be entitled to a paid vacation based on the following schedule. Years of service will be based on the most recent date of hire. Hours will be paid at the employee's current straight time rate:

<u>Years of Service</u>	<u>Number of Hours</u>
After 1 year through 4 th	80 hours (2 weeks)
During 5 th year through 12 th	120 hours (3 weeks)
During 13 th year through 19 th	160 hours (4 weeks)
During 20 th and thereafter	200 hours (5 weeks)

8.2 Vacations will be taken at times approved by the Employer. The employees shall choose their preference of vacation and submit it to the Director for approval. Employees will be allowed to carry one week of vacation into the year (12 months ended) following their date of hire (anniversary date) but must use said vacation within ninety (90) days of said anniversary date or lose any unused vacation days carried over.

8.3 If a holiday(s) falls in the scheduled vacation of the employee, the employee shall take an additional day(s) off with pay.

8.4 An employee may elect to take vacation one hour or more, provided the employee obtains the written permission of his/her supervisor.

8.5 In the event of sickness and an employee has used all of the employee's accrued paid sick leave, the employee may, if so desired, use earned paid vacation while off work due to sickness.

8.6 After completion of the employee's probationary period, if the employee terminates employment for any reason, the employee shall be paid all accumulated and unused vacation.

8.7 As of July 1, 2001, under Article 8, Vacation , any bargaining unit employee who has then accumulated more than one week of unused vacation shall continue to be entitled to use that accumulated vacation in excess of one week until the vacation time reduces to the maximum one week carry over, but employees shall not continue to accrue or accumulate above the maximum carry over.

ARTICLE 9

SICK LEAVE

9.1 All full time employees shall retain all previous accrued and unused sick leave. All full time employees shall earn sick leave at the rate of 12 hours per month from their date of hire, with a maximum accumulation of one thousand (1000) hours.

9.2 **All part time employees shall retain all previous accrued and unused sick leave. Beginning January 1, 2006, part time employees shall earn sick leave at the rate of 7.25 hours of sick leave per month, with a maximum accumulation of six hundred (600) hours. Sick leave accrual will be retroactive to a part time employee's date of hire as a part time employee. Part time employees are not eligible for sick leave compensation time. Such sick leave accumulation may be used upon retirement for purchase of health insurance**

9.3 The employee shall be paid earned sick leave at the straight time hourly rate of pay for all sickness or injury up to eight (8) hours per day of his or her scheduled working hours lost because of such disability.

9.4 In the event an employee exhausts his or her accumulated paid sick leave, he or she shall receive a sick leave of absence without pay if verified by a physician's statement. The employee may use his/her accrued vacation with pay during this period by notifying the Employer. Total time granted for a leave of absence under this section shall not exceed one (1) year.

9.5 Sick leave will be paid to the employee to the extent of sick leave earned in conjunction with weekly workmen's compensation payments so that the employee receives forty (40) hours per week, due to an on-the-job illness or injury. Any amounts paid to the employee under this article shall be reduced dollar for dollar by workmen's compensation benefits payable to the employee. An employee shall receive no more than his/her average weekly pay by the combination of said benefits and the sick leave bank will be reduced on a pro-rate basis only for any benefits paid in conjunction with workers compensation benefits.

At the employee's option, sick leave benefits may be used for any day(s) not covered by workmen's compensation benefits.

9.6 The employee shall notify the employer prior to the start of the shift if he or she is to be absent from work due to illness or injury. For any illness lasting three (3) working days or more, the employee, upon request, shall provide the Employer with a physician's statement verifying such illness or injury. At the Employer's discretion, a physician's statement may be requested of any employee during any length of illness if the Employer has suspicion of sick leave abuse by any employee. The Employer shall not deny sick leave benefits to the employee when the employee returns to work with a physician's statement verifying the period of disability, and the employee shall be paid sick leave while off work to obtain such verification.

9.7 An employee who has not used any sick leave for ninety consecutive days shall earn six (6) hours of sick leave compensatory time with a maximum of thirty-two (32) hours of sick leave compensatory time. An employee may take a maximum of thirty-two (32) hours of sick leave compensatory time off in any fiscal year.

9.7 An employee shall be paid all unused and accumulated sick leave up to six hundred (600) hours upon regular retirement if the employee has twenty (20) or more years of service, or the employee may choose the following option.

An employee who is eligible to retire under the provision of the Iowa Public Employee's Retirement System (IPERS) and shall receive full retirement benefits from this plan, may, upon retirement, elect to use his/her accumulated sick leave, up to six hundred (600) hours to purchase health insurance from the City. To receive this benefit, an employee must exercise this option within six (6) months following the date of eligibility.

Employees, who retire early with either reduced or full retirement benefits under the IPERS Rule, may exercise the option to use accumulated sick leave. Employees eligible to retire under this Rule will have six (6) months from their 65th birthday during which time they must exercise the option. The value of the sick leave will be calculated by dividing the employees average compensation as used in the retirement formula by 2080 to arrive at an hourly rate and then multiply this hourly rate by the number of hours, six hundred (600) hours maximum from July 1, 2006 to June 30, 2007, standing to the employees credit. The employee may use this balance to pay any portion of the monthly health insurance premium. The applicable monthly health insurance premium shall be the same as that calculated for active employees.

ARTICLE 10

JURY DUTY

10.1 An employee shall be paid full pay for absence from work while called to serve as a juror, or while called to testify as a witness in connection with the employee's work with the Employer. This is intended to mean that the employee shall receive full pay for wages lost during the employee's scheduled working hour, less any pay received for such jury duty or witness fees, due to examination, selection and/or actual service on a jury, or due to serving as such a witness, except for mileage and meal reimbursement.

10.2 The employee will provide the Employer with written verification of any jury service or witness service and proof of the amount the employee was paid for such service. This verification will be furnished to the Employer as soon as practicable upon returning to work. The employee shall report to the immediate supervisor when released from jury or witness service during the first six (6) hours of the work shift.

ARTICLE 11

FAMILY ILLNESS, BEREAVEMENT LEAVE AND FUNERALS

11.1 A leave of not more than five (5) working days on full pay will be granted in each case of death in the immediate family of the employee. Said immediate family being limited to the following: spouse, children, stepchildren, parents, stepparents, grandparents, grandchildren, sister, brother, or any member living in the immediate household. This leave will be granted by the Director and shall not be used for any purpose other than what is stated herein.

11.2 A leave of not more than three (3) working days, per contract year, on full pay will be granted in each case of death in a family of the employee. Said family being: son-in-law, daughter-in-law, step-grandparents, sister-in-law, brother-in-law, nephew, niece, aunt, uncle, or cousin.

11.3 An employee will be allowed one (1) working day, with full pay to attend a funeral of a person other than a family member as described in Section 11.1 and 11.2 of this Article. Written verification of the death of this person will be provided by the employee on request. The employee must attend the funeral.

11.4 Bereavement and funeral leave under Section 11.2 is granted for the purpose of allowing the employee to attend the funeral and participate in those activities normally associated with a person's death. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending through the day of the funeral. Any such leave under Section 11.3 shall be only for a working day, which coincides with the funeral.

11.5 A leave of not more than five (5) working days on full pay will be granted in each case for an illness or accident in the immediate family. Said immediate family

being limited to the following: spouse, children, step-children, grandchildren, parents and grandparents, as long as the immediate family members are not being cared for by other means or other family members.

11.6 Family illness and accident leave is granted for the purpose of allowing employees to provide physical care to a family member in a household setting who suffers from a serious accident or illness whereby that family member is incapacitated and cannot participate in normal day to day activities. Any such leave shall be only for work days when the employee is required to render care as provided under Section 11.5.

11.7 The director shall be able to extend the number of days granted in any specific instance to apply to the case of death, illness, or accident of a person whose personal relations to the employee were in fact equivalent to the ties of blood as recognized in the above provisions. An employee's sick or vacation days may be used for this leave.

ARTICLE 12

LEAVE OF ABSENCE

A. Leave of Absence for Union Business

12.1 The Employer may grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to serve in any capacity on Union official business. If so granted, it will be with written permission from the Director to the affected employee.

12.2 The Union agrees that notification of the leave of absence will be given to the Employer as far in advance of such effective date as possible.

B. Personal Leave of Absence

12.3 Any employee desiring a leave of absence from his/her employment shall secure written permission from the Employer with a copy to the Union. A leave of absence shall be granted for a maximum of thirty (30) calendar days and without pay. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee. Inability to return to work at the expiration of the personal leave because of proven sickness or injury shall not result in the loss of seniority rights.

C. Personal Day

12.4 An employee shall be entitled to two (2) working days off to be used at any time during the contract year, provided that the employee must request the days off and obtain the permission of the supervisor at least one (1) working day prior to the day off. Personal days cannot be carried over into the following fiscal year.

12.5 Part time library employees will receive six hours of personal leave time, to be used any time during the contract year.

12.6 Newly hired employees will be credited with one (1) personal day upon successful completion of their probationary period. If their probationary period ends during the first six months of a fiscal year. If their probationary period ends during the second six months of a fiscal year, they will not receive credit for an additional personal day during that fiscal year.

D. Voting Leave

12.6 An employee required to work for all of the hours during which the polls are open on an election day shall be given sufficient time off to vote without loss of pay.

ARTICLE 13

HEALTH AND SAFETY

13.1 Any physical examinations required by the Employer or law shall be promptly complied with by all employees, provided, however, that the Employer shall pay the cost of all such physical examination, and for all time spent in taking the physical examination.

ARTICLE 14

INSURANCE

14.1 The employer shall provide a group health and accident insurance policy for each full time employee and his or her family dependents consistent with the Wellmark Blue Cross Blue Shield Alliance Select PPO which shall provide a \$400.00 single and a \$800.00 family deductible, maximum out of pocket single \$800.00, maximum out of pocket family \$1,600.00, 10% co-pay within the provider network and 20% co-pay outside the provider network, \$10 generic/\$20 preferred brand/\$30 non-preferred brand drug card and \$1 million lifetime coverage. Prior to any change in the policy or in the carrier, the Employer agrees to meet and confer with the Union.

14.2 The employer shall pay 100% of the single coverage premium. An employee may elect coverage for family or dependents, in which case the employee will pay forty dollars (\$40.00) per month of the family premium and the Employer will pay the balance of the monthly family premium.

14.3 The Employer agrees to provide life insurance coverage of Thirteen Thousand Dollars (\$13,000.00) on each full-time employee and the premium on this coverage shall be paid by the Employer.

ARTICLE 15

SUPPLEMENTAL PAY

15.1 All employees shall be paid longevity payments on the following basis from their most recent date of hire:

<u>YEARS OF SERVICE</u>	<u>AMOUNT PER MONTH</u>	
	July 1, 2006	July 1, 2007
5 YEARS	\$30.00	\$40.00
10 YEARS	\$40.00	\$50.00
15 YEARS	\$50.00	\$60.00
20 YEARS	\$60.00	\$70.00
25 YEARS	\$70.00	\$80.00

15.2 To qualify for longevity pay, all employment must have been in full-time status.

15.3 The longevity payments will be paid to the employee, to the extent due, in equal payments over twenty-six (26) pay periods during the year.

ARTICLE 16

GRIEVANCE PROCEDURE

16.1 Definition-General Rules:

- a) The purpose of this Article is to provide a prompt method of settling the grievance.
- b) The word "Grievance" wherever used in this Agreement shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the express terms and provisions of this Agreement.
- c) If a grievance is not presented or appealed within the time limitations as hereinafter provided, the grievance shall have no further validity or effect and will be considered to be abandoned.

16.2 Procedure -A grievance that may arise shall be processed and settled in the following manner.

- a) Step 1 The grievance shall be discussed informally between the employee involved and the immediate supervisor within five (5) working days after the occurrence of the event giving rise to the grievance. The immediate supervisor shall either adjust the grievance or deliver an oral answer to the aggrieved employee within five (5) working days after such discussion. The failure of the immediate supervisor to reply within said

working day period shall be deemed a denial of the grievance, and may be appealed to the next step.

b) Step 2 If a grievance is not settled in Step 1, the aggrieved employee may appeal. The employee shall within five (5) working days following completion of Step 1, present the grievance in writing to the Director, and the Union. The grievance shall contain a statement from the employee specifying what relief or remedy is desired. The Director shall investigate the grievance and issue a decision in writing thereon within a period of five (5) working days. The failure of the Director to issue a written decision within said five (5) working day period shall be deemed a denial of the grievance, and may be appealed to the next step.

c) Step 3 If such grievance is not settled in Step 2, the aggrieved employee may appeal to the City Manager. The employee shall within five (5) working days following completion of Step 2 present the grievance in writing to the City Manager. The grievance shall contain a statement from the employee specifying what relief or remedy is desired. The City Manager shall meet with the employee and the appropriate Department Head review the grievance and issue a decision in writing thereon within a period of ten (10) working days following receipt of the grievance. The Failure of the City Manager to issue a written decision within said ten (10) working days shall be deemed a denial of the grievance.

d) Step 4 If the grievance is not settled in Step 3, the Union may appeal to arbitration. The Union shall request arbitration by written notice by certified mail submitted to the City Manager within ten (10) working days after completion of Step 3. The written notice shall be signed by the Union and shall contain a statement specifying the relief or remedy desired and the specific section of this Agreement which is to be interpreted or considered by the arbitrator. A representative of the Employer and the Union shall select a mutually agreeable arbitrator to hear the grievance. If the parties are unable to agree upon the selection of an arbitrator within five (5) working days of the Employer's receipt of the arbitration notice, the Union shall within five (5) working days request the Public Employment Relations Board (PERB) to submit a list of five (5) arbitrators. Upon receipt of the list, the parties designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall be selected as the arbitrator.

An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his or her discretion for that of the Employer in any matter reserved to the Employer by the terms of this Agreement. A decision of the arbitrator, within the scope of his or her authority, shall be final and binding upon the Employer and the Union.

The Employer and the Union will share equally any joint cost of the arbitration procedure, such as fees and travel expenses for the arbitrator. Any other expenses shall be paid by the party incurring them.

16.3 The Union shall have the right to be present and state its views at any and all stages of the grievance procedure.

16.4 The time limits in any step of the grievance procedure herein may be extended by mutual agreement between the parties.

ARTICLE 17

WAGES AND CLASSIFICATIONS

17.1 The wages and classifications as set forth below shall be in effect from July 1, 2006 to and including June 30, 2008 for the employees covered by this Agreement from the employee's date of hire with the employer.

	July 1, 2006	July 1, 2007
Administrative Assistant	\$13.71	\$14.11
Associate Librarian	\$13.33	\$13.73
Children's Librarian	\$12.13	\$12.53
Circulation Supervisor	\$11.19	\$11.59
Library Assistant II	\$10.86	\$11.26
Library Assistant I	\$ 7.86	\$ 8.26
Part Time Library Assistant	\$ 8.90	\$ 9.30

17.2 The employees shall be paid every other Friday, and shall receive their checks after three (3:00) PM on Thursday.

17.3 Pay rate changes provided for by this agreement shall take effect on the first day of the pay period which is closest to the date of the event giving rise to the pay rate change.

17.4 Employees shall be paid for any regular scheduled day of work that was cancelled for any reason by the Employer. This cancellation shall be made by the City Manager and/or the Library Director.

ARTICLE 18

GENERAL CONDITIONS

18.1 This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, and the reference to any party includes its agents, officials and employees.

ARTICLE 19

EFFECTIVE PERIOD

19.1 This Agreement shall remain in full force and effect from July 1, 2006 to and including June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 1st day of May, 2006.

19.2 Either party to this agreement shall serve a written notice to the other party of their intent to open the contract for negotiations for a new agreement by September 1, 2007.

CITY OF FORT MADISON, IOWA

CHAUFFEURS, TEAMSTERS AND
HELPERS, LOCAL UNION NO 238
Affiliated with the International
Brotherhood of Teamsters of America

BY: [Signature]
Mayor

BY: [Signature]
Secretary/Treasurer

By: [Signature]
City Clerk

BY: [Signature]
Business Representative 5-18-06